Exhibit C

- exercise or pursue any other right or remedy permitted under this Agreement or any of the Loan Documents or conferred upon Lender by operation of Law or in equity.
- Non-Waiver of Remedies. No waiver of any breach or default hereunder shall 8.3 constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision of this Agreement.

ARTICLE 9 - RECOURSE OBLIGATIONS

Exculpation. This Agreement and the Loan Documents shall be non-recourse to 9.1 General Partner and Limited Partner, except as may be provided in the Carve-Out Guaranty and Completion Guaranty. In no case will Lender be entitled to collect any amount owing under this Agreement, the Note or another Loan Document or any other claim relating to the Loan, or enforce any obligation of Borrower under this Agreement or any other Loan Document, against General Partner or Limited Partner (or any person who holds a direct or indirect ownership interest in General Partner or Limited Partner), or any officer, director, manager, trustee, agent, employee or Affiliate of any such Person, except as to the Guarantors, as provided in the Carve-Out Guaranty, the Completion Guaranty and the Environmental Indemnity.

ARTICLE 10 - MISCELLANEOUS

- Borrower and Lien Not Released. Without affecting the liability of Borrower, , any Guarantor or any other Person liable for the payment of the Indebtedness, and without affecting Lender's rights under this Agreement, Lender may, from time to time and without notice to any lien holder or holder of any other right or other interest in and to the Collateral: (a) release any Person so liable; (b) waive or modify (provided that such modification is not to the detriment of Borrower) any provision of this Agreement or the other Loan Documents or grant other indulgences; (c) release all or any part of the Collateral; (d) take additional security for any obligation herein mentioned; or (e) subordinate its rights under any of the Loan Documents.
- Disclosure of Information. Lender shall have the right (but shall be under no obligation) to make available to any party except competitors of Borrower for the purpose of granting participations in or Transferring all or any part of the Loan (including any governmental agency or authority and any prospective bidder at any sale of the Collateral) any and all information which Lender may have with respect to the Collateral, the Property, Borrower, Owner and Guarantors, whether provided by Borrower or any other Person or obtained as a result of any independent investigations by or on behalf of Lender. Borrower agrees that Lender shall have no liability whatsoever as a result of delivering any such information to any Person, and Borrower, on behalf of itself and its successors and assigns, hereby releases and discharges Lender from any and all liability, claims, damages, or causes of action, arising out of, connected with or incidental to the delivery of any such information to any Person.
- Sale of Loan. Lender, at any time, may grant participations in or Transfer all or any portion of its right, title and interest in and to the Loan, this Agreement and the other Loan Documents, any guaranties given in connection with the Loan and any Collateral. Prior to any

Transfer of all or any portion of the Loan not permitted in the Intercreditor Agreement, if no Event of Default exists, Lender shall obtain the consent of Borrower, which consent shall not be unreasonably withheld. If an Event of Default exists, Borrower's consent shall not be required to such a participation in the Loan or Transfer by Lender. Notwithstanding the foregoing, any Transfer by Lender of all or any portion of the Loan prior to such time as Lender has fully advanced the Loan shall be subject to Borrower's approval, which shall not be unreasonably withheld.

- Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under any of the Loan Documents, or otherwise afforded by applicable Law, shall not be a waiver of or preclude the exercise of any right or remedy. Lender's acceptance of payment of any sum secured by any of the Loan Documents after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, nor shall Lender's receipt of any awards, proceeds or damages pursuant to Article 7 of this Agreement operate to cure or waive any Loan Party's default in payment of sums secured by any of the Loan Documents. With respect to all Loan Documents, only waivers made in writing by Lender shall be effective against Lender.
- 10.5 Waiver of Statute of Limitations. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien created by any of the Loan Documents or to any action brought to enforce the Note or any other obligation secured by any of the Loan Documents.
- 10.6 Governing Law; Severability. The Loan Documents shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.
- 10.7 **Relationship.** The relationship between Lender and Borrower shall be that of creditor-debtor only. No term in this Agreement or in the other Loan Documents and no course of dealing between the parties shall be deemed to create any relationship of agency, partnership or joint venture or any fiduciary duty by Lender to any other party.

Disclaimers by Lender. 10.8

- This Agreement is made for the sole benefit of Borrower and Lender (and Lender's successors and assigns and participants, if any), and no other Person or Persons shall have any benefits, rights or remedies under or by reason of this Agreement, or by reason of any actions taken by Lender pursuant to this Agreement.
- Any review, investigation or inspection conducted by Lender, Lender's Consultant or any agent or representative of Lender in order to verify

independently Borrower's satisfaction of any conditions precedent to the disbursement of the Loan, Borrower's performance of any of the covenants, agreements and obligations of Borrower under this Agreement, or the truth of any representations and warranties made by Borrower hereunder (regardless of whether or not the party conducting such review, investigation or inspection should have discovered that any of such conditions precedent were not satisfied or that any such covenants, agreements or obligations were not performed or that any such representations or warranties were not true), shall not affect, or constitute a waiver by Lender of, (i) any of Borrower's representations and warranties under this Agreement or Lender's reliance thereon, or (ii) Lender's reliance upon any certifications required under this Agreement or any other facts, information or reports furnished Lender by Borrower, Owner or any Guarantor hereunder.

- By accepting or approving anything required to be observed, (c) performed, fulfilled or given to Lender pursuant to the Loan Documents, including any certificate, statement of profit and loss or other financial statement, survey, appraisal, lease or insurance policy, Lender shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by Lender.
- Right of Lender to Make Advances to Cure Borrower's Defaults. If Borrower or any other Loan Party shall fail to perform in a timely fashion (taking into account the cure periods, if any, provided in the Loan Documents) any of its covenants, agreements or obligations contained in this Agreement or the Loan Documents, Lender may (but shall not be required to) perform any of such covenants, agreements and obligations. Notwithstanding anything to the contrary contained herein, the ability of Lender to exercise the rights and remedies set forth in this Agreement as they relate to the Senior Loan shall not be conditioned upon the occurrence of an Event of Default, except to the extent expressly set forth in this Agreement. Any funds advanced by Lender in the exercise of its judgment that the same are needed to protect its security for the Loan are deemed to be obligatory advances hereunder and any amounts expended (whether by disbursement of undisbursed proceeds of the Loan or otherwise) by Lender in so doing, shall constitute additional indebtedness evidenced and secured by the Note, the Pledge Agreement, and the other Loan Documents.
- 10.10 Notices. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if telecopied, on the date of transmission if before 3:00 p.m. (Eastern time) on a business day; provided that a hard copy of such notice is also sent pursuant to clause (c) or clause (d) below; (c) if by overnight courier, on the first business day after delivery to the courier; or (d) if by U.S. Mail, certified or registered mail, return receipt requested on the fourth (4th) day after deposit in the mail postage prepaid.

Notices to Borrower:

Navy Yard Four Associates Limited Partnership

Attention: Joseph S. Torg 15 Old Danbury Road, Suite 100 Wilton, Connecticut 06897

Telephone: 203-762-2828 Telecopy: 203-762-2854

with a copy to:

Trammel Crow Residential Attention: Sheryl A. Brown 6110 Executive Blvd., Suite 315 Rockville, Maryland 20852 Telephone: 301-881-4092

Telecopy: 301-881-4093

with a copy to:

LDA Parcel 4, LLC Attention: Martin Oliner 950 Third Avenue New York, New York Telecopy: 212-319-8922

with a copy to:

Michael K. Ording Jones Day 325 John H. McConnell Blvd., Suite 600 Columbus, Ohio 43215

Telephone: 614-281-3839 Telecopy: 614-461-4198

Notices to Lender:

The Prudential Insurance Company of America c/o The Prudential Real Estate Investors 8 Campus Drive, 4th Floor

Parsippany, New Jersey 07054 James P. Walker Attention: Telephone: (973) 683-1690 (973) 683-1752 Telecopy:

with a copy to:

The Prudential Insurance Company of America c/o Prudential Real Estate Investors 8 Campus Drive, 4th Floor Parsippany, New Jersey 07054

Ben Penaliggon Attention: Telephone: (973) 683-1763 Telecopy: (973) 683-1795

with a copy to:

The Prudential Insurance Company of America c/o Prudential Real Estate Investors 8 Campus Drive, 4th Floor Parsippany, New Jersey 07054 Attention: Joan N. Hayden, Esq.

Telephone: (973) 683-1772 Telecopy: (973) 683-1788

with a copy to:

Goodwin | Procter LLP

Exchange Place

Boston, Massachusetts 02109

Minta E. Kay, Esq. Attention: Telephone: (617) 570-1877 Telecopy: (617) 227-8591

Notice sent by counsel for any party shall be deemed to constitute notice from such party. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth above. Notices given in any other fashion shall be deemed effective only upon receipt.

10.11 Successors and Assigns Bound; Agents; and Captions and Recitals. The covenants and agreements contained in this Agreement and the other Loan Documents executed by Borrower and the other Loan Parties and all obligations of Borrower and the other Loan Parties hereunder and thereunder shall be binding upon the successors and assigns of Borrower and such Loan Parties, except that none of Borrower or such other Loan Parties shall have the right to assign its rights under the Loan Documents or any interest therein without the prior written consent of Lender. The covenants and agreements contained in the Agreement and the other Loan Documents, together with the rights and remedies of Lender hereunder and thereunder, shall inure to the benefit of Lender and its successors and assigns. Neither this Agreement nor anything set forth herein is intended to, nor shall it, confer any rights on any Person other than the parties hereto and all third party rights are expressly negated. In exercising any rights under the Loan Documents or taking any actions provided for therein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the sections and paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof. The recitals and introductory paragraphs hereof are a part hereof, form a basis for this Agreement and shall be considered prima facie evidence of the facts and documents referred to therein.

- 10.12 Loss of Note. Upon notice from Lender of the loss, theft, or destruction of the Note and upon receipt of an indemnity reasonably satisfactory to Borrower from Lender, or in the case of mutilation of the Note, upon surrender of the mutilated Note, Borrower shall make and deliver a new note of like tenor in lieu of the then to be superseded Note.
- 10.13 Waiver of Consequential Damages. In no event shall Lender be liable to Borrower or any other Loan Party for consequential damages, whatever the nature of a breach by Lender of its obligations under this Agreement, or any of the Loan Documents, and Borrower, for itself and to the maximum extent permitted by Law all other Loan Parties and their Affiliates, hereby waives all claims for consequential damages.
- 10.14 Sole Discretion of Lender. Except as may otherwise be expressly provided to the contrary, wherever pursuant to the Note, this Agreement, or any other Loan Document, Lender exercises any right given to it to consent or not consent, or to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to consent or not consent, or to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory, shall be granted, withheld or conditioned in the sole and absolute discretion of Lender and shall be final and conclusive.
- 10.15 Reasonableness. If at any time Borrower believes that Lender has not acted reasonably in granting or withholding any approval or consent under the Loan Documents as to which approval or consent either Lender has expressly agreed to act reasonably, or absent such agreement, a court of law having jurisdiction over the subject matter would require Lender to act reasonably, then Borrower's sole remedy shall be to seek injunctive relief or specific performance and no action for monetary damages or punitive damages shall in any event or under any circumstance be maintained by Borrower or any other Loan Party against Lender.
- 10.16 Time of Essence. Time is of the essence of this Agreement and the other Loan Documents and the performance of each of the covenants and agreement contained herein and therein.

- 10.17 **Venue.** BORROWER AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED, AT LENDER'S SOLE DISCRETION AND ELECTION, ONLY IN COURTS HAVING A SITUS WITHIN THE COUNTY OF NEW YORK, NEW YORK. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE.
- 10.18 Jury Trial Waiver. BORROWER AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE BUSINESS RELATIONSHIP THAT IS BEING ESTABLISHED. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BORROWER AND LENDER, AND BORROWER ACKNOWLEDGES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS MADE ANY REPRESENTATIONS OF FACT TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BORROWER AND LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. BORROWER AND LENDER FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.
- 10.19 Project Sign. Following the execution hereof, if requested by Lender Borrower shall place a sign, subject to compliance with all applicable Laws and the Senior Loan Documents, at its own expense, on the Property at a location reasonably satisfactory to Lender indicating, among other things, that Prudential Real Estate Investors is providing the mezzanine financing for construction of the Project on the Property.
- 10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and together shall constitute one and the same instrument.
- 10.21 Final Agreement/Modification. This Agreement, together with the other Loan Documents, represents the entire agreement among the Loan Parties and Lender and supersedes all prior agreements among the parties with respect to the Loan. This Agreement and the other Loan Documents may only be modified by written instrument executed by the applicable parties. Neither Lender nor any employee, representative, agent or consultant of Lender has made or is authorized to make any representation or agreement upon which any Loan Party may rely unless such matter is made for the benefit of such Loan Party and is in writing signed by an authorized officer of Lender. Borrower agrees that it has not and will not rely on any custom or practice of Lender, or on any course of dealing with Lender, in connection with the Loan unless such matters are set forth in this Agreement or the Loan Documents or in an instrument made for the

benefit of Borrower and in a writing signed by an authorized officer of Lender. Notwithstanding that this Agreement was initially prepared by Lender's counsel, this Agreement has been reviewed and negotiated by competent counsel on behalf of Borrower, and all parties to this Agreement hereby agree that no portion of this Agreement nor this Agreement as a whole shall be construed against Lender solely as a result of this Agreement having been so prepared.

10.22 Facsimile Signatures. Signatures to this Agreement transmitted by telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied signature and shall accept the telecopied signature of the other party to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed by their duly authorized representatives as of the date first above written.

BORROWER:

Navy Yard Four Associates Limited Partnership, a Delaware limited partnership

> By: TCR Navy Yard Four Limited Partnership, its general partner

> > By: TCR Northeast Condominiums, Inc., its general partner

By: Name: Joseph S. Torg
Title: Vice President

LENDER:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By:	
Name:	
Its:	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed by their duly authorized representatives as of the date first above written.

BORROWER:

By:

NAVY YARD FOUR ASSOCIATES LIMITED **PARTNERSHIP**

TCR Navy Yard Four Limited Partnership, its By: general partner

> TCR Northeast Condominiums, Inc., Its general partner

By:_

Name: Title

LENDER:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

Name: Its

James P. Walker Vice President

$\underline{EXHIBIT\ A}$

LEGAL DESCRIPTION

Property Description

A parcel of land in Boston (Charlestown), Sulfolk County, Massachusetts being Parcel B (and including within said Parcel B subparcels 4A2, 4C, 4D and 4E) as shown on a plan entitled "Yard's End, Subdivision Plan of Land in Boston, Massachusetts, Sulfolk County, Charlestown District, Charlestown Navy Yard" prepared by Survey Engineers of Boston dated February 4, 1991 recorded in Sulfolk County Registry of Deeds in Book 16708, Page 297 (sometimes herein referred to as the "Yard's End Subdivision Plan"), and bounded and described according to said plan as follows:

NORTHWESTERLY

by First Avenue, four hundred nineteen and 15/100 (419.15) feet;

NORTHEASTERLY

by Parcel E, one hundred ninety-seven and 61/100 (197.61) leet;

SOUTHEASTERLY and

EASTERLY

by said Parcel E, by Parcel D and by land now or formerly of Navy Yard Realty Trust, by six lines measuring, respectively, forty and 76/100 (40.76) feet, eighty-one and 2/100 (81.02) feet, one hundred fourteen and 61/100 (114.61) feet, eighty-six and 71/100 (86.71) feet, sixty-six and 81/100 (66.81) feet and one hundred lifty-seven and

Page 13 of 30

38/100 (157.38) leet;

SOUTHWESTERLY

by land of owners unknown, twenty-eight and 72/100 (28.72) feet;

WESTERLY and SOUTHWESTERLY

by land now or formerly of Charlestown Navy Yard, by two lines measuring,

respectively, ninety-lour and 21/100 (94.21) feet and three hundred twenty-eight and

33/100 (328.33) feet.

Containing 114,656 square feet, more or less, according to said plan.

Together with the benefit of the terms and provisions of easements set forth in deed to Boston Redevelopment Authority dated July 7, 1978 recorded in Book 9182, Page 149.

Yard easement reserved in deed to Bricklayers and Laborers Non-Prolit Housing Company, Inc. dated December 21, 1987 recorded in Book 14358, Page 277.

Together with the benefit of a 4' wide Temporary Sheet Piling Easement and Perpetual Footing Easement set forth in Quitclaim Deed dated May 26, 2005 recorded in Book 37165 Page 251 and shown on Easement Plan of Land dated May 20, 2005 recorded as Plan 368 of 2005. EXHIBIT B

CONSTRUCTION BUDGET

Charlestown

A Trammell Crow Residential Development

Charlestown, MA

Proj	eet Cost Summary		
Cost Item	Total	Per Unit	Per SF
Construction Hard Costs	\$95,175,000	\$424,888	\$420.44
General Contractor (GC) Fee	Included Above	\$0	\$0.00
t.and	\$10,000,000	\$44,643	\$44.18
Taxes	\$400,000	\$1,786	\$1.77
Legal	\$550,000	\$2,455	\$2,43
Closing Costs	\$400,000	\$1,786	\$1.77
Financing	\$1,411,470	\$6,301	\$6.24
Municipal Fees	\$2,200,000	\$9,821	\$9.72
Architect	\$3,000,000	\$13,393	\$13.25
Engineering & Surveying	\$1,100,000	\$4.911	\$4.86
Marketing	\$900,000	\$4,018	\$0.00
Construction Interest	\$5,753,586	\$25,686	\$25.42
Other Development Costs	\$280,000	\$1.250	\$1.24
Model/Sales Office	\$300,000	\$1,339	\$1.33
Finished Unit Carrying Costs	\$296,000	\$1,321	\$1.31
Overhead	\$2,000,000	\$8,929	\$8.84
Soft Cost Contingency	\$1,697,944	\$7,580	\$7.50
Total Project Cost	\$125,464,000	\$560,107	\$550.26

10/13/2005 - 3:53 PM - ChDocuments and Sellings (kpeacon) My Documents (Northeast Harbonnew Copy of Copy of Charlestown Revised Pro Forma sab 8-12 - 2005 JT 109-20, 2005 xls

EXHIBIT C

SCHEDULE OF MINIMUM SALES PRICES

[See Attached]

Harborview Schedule of Minimum Sales Price

	Unit	Unit					1	Price per
Unit #	Туре	Sq Ft		Sale Price		Release Price		Sq Ft
201	2/2/P/C	1,136	\$	720,150	\$	650,764	\$	573
203	1/1/P	877	\$	557,700	\$	503,966	\$	575
205 - KEY	S	553	\$	374,500	\$	338,417	\$	612
206	S	553	\$	374,500	\$	338,417	\$	612
208	1/1/P	1,033	\$	643,500	\$	581,499	\$	563
212	1/1/P	984	\$	616,550	\$	557,145	\$	566
213	1/1/P	907	\$	574,200	\$	518,876	\$	572
214	1/1/C	876	\$	597,150	\$	539,615	\$	616
215	2/2	1,068	\$	682,750	\$	616,967	\$	578
216	1/1	628	\$	440,750	\$	398,284	\$	634
217	2/2/P/C/B	1,398	\$	934,250	\$	844,235	\$	604
218	2/2/P/C/B	1,398	\$	934,250	\$	844,235	\$	604
219	1/1	724	\$	468,550	\$	423,405	\$	585
220	2/2/D/B	1,274	\$	806,050	\$	728,387	\$	572
221	1/1/D	885	\$	592,100	\$	535,051	\$	605
222	2/2/D/B	1,318	\$	850,250	\$	768,328	\$	583
223	1/1	660	\$	433,350	\$	391,597	\$	593
224	1/1	619	\$	410,800	\$	371,219	\$	600
225	2/2/P/C/B	1,477	\$	977,700	\$	883,499	\$	598
226	2/2/P/C/B	1,477	\$	977,700	\$	883,499	\$	598
227	1/1	702	\$	456,450	\$	412,471	\$	588
228	1/1	725	\$	489,100	\$	441,975	\$	610
229	2/2/D/B	1,329	\$	856,300	\$	773,795	\$	582
230	1/1/D	885	\$	592,100	\$	535,051	\$	605
231	2/2/D/B	1,289	\$	834,300	\$	753,915	\$	585
232	1/1	723	\$	468,000	\$	422,908	\$	585
233	1/1/D	826	\$	534,650	\$	483,136	\$	585
234	1/1/P/D	868	\$	587,750	\$	531,120	\$	612
235	2/2/P/C/B	1,459	\$	967,800	\$	874,552	\$	599
236	2/2/P/C/B	1,459	\$	967,800	\$	874,552	\$	599
237	2/2/D	1,120	\$	696,350	\$	629,257	\$	562
238	1/1	725	\$	469,100	\$	423,902	\$	585
239	2/2/B	1,135	\$	714,600	\$	645,748	\$	569
240	2/2/C/P/D/B	1,397	\$	918,700	\$	830,183	\$	594
301	2/2/P/C	1,136	\$	740,150	\$	668,837	\$	589
303	1/1/P	877	\$	567,700	\$	513,002	\$	585
305	S	553	\$	384,500	\$	347,453	\$	628
	S	553	\$	384,500	\$	347,453	\$	628
306 308	1/1/P	1,033	\$	653,500	\$	590,535	\$	572
310	S	553	\$	384,500	\$	347,453	\$	628
	1/1/P	984	\$	626,550	\$	566,182	\$	575
312	1/1/P	907	\$	584,200	\$	527,912	\$	582
313	1/1/C	876	\$	607,150	\$	548,651	\$	626
314	2/2	1,068	\$	702,750	\$	635,040	\$	595
315	1/1	628	\$	450,750	\$	407,320	\$	649
316		1,398	\$	954,250	\$	862,308	\$	617
317	2/2/P/C/B 2/2/P/C/B	1,398	\$	954,250	\$	862,308	\$	617
318	2/2/P/C/B 1/1	724	\$	478,550	\$	432,442	\$	597
319	1/ i	124	Ψ	7.0,000	~	,,	-	•

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Harborview Schedule of Minimum Sales Price

	Unit	Unit			ı	Price per
Unit #	Туре	Sq Ft	Sale Price	Release Price		Sq Ft
320	2/2/D/B	1,274	\$ 846,050	\$ 764,533	\$	600
321	1/1/D	885	\$ 602,100	\$ 544,088	\$	615
322	2/2/D/B	1,318	\$ 870,250	\$ 786,401	\$	597
323	1/1	660	\$ 443,350	\$ 400,633	\$	607
324	1/1	619	\$ 420,800	\$ 380,256	\$	614
325	2/2/P/C/B	1,477	\$ 997,700	\$ 901,572	\$	610
326	2/2/P/C/B	1,477	\$ 997,700	\$ 901,572	\$	610
327	1/1	702	\$ 466,450	\$ 421,508	\$	600
328	1/1	725	\$ 479,100	\$ 432,939	\$	597
329	2/2/D/B	1,329	\$ 876,300	\$ 791,868	\$	596
330	1/1/D	885	\$ 602,100	\$ 544,088	\$	615
331	2/2/D/B	1,289	\$ 854,300	\$ 771,988	\$	599
332	1/1	723	\$ 478,000	\$ 431,945	\$	597
333	1/1/D	826	\$ 544,650	\$ 492,173	\$	596
334	1/1/P/D	868	\$ 597,750	\$ 540,157	\$	622
335	2/2/P/C/B	1,459	\$ 987,800	\$ 892,625	\$	612
336	2/2/P/C/B	1,459	\$ 987,800	\$ 892,625	\$	612
337	2/2/D	1,120	\$ 716,350	\$ 647,330	\$	578
338	1/1	725	\$ 479,100	\$ 432,939	\$	597
339	2/2/B	1,135	\$ 734,600	\$ 663,821	\$	585
340	2/2/C/P/D/B	1,397	\$ 938,700	\$ 848,256	\$	607
401	2/2/P/C	1,136	\$ 725,150	\$ 655,282	\$	577
403	1/1/P	877	\$ 557,700	\$ 503,966	\$	575
405	S	553	\$ 374,500	\$ 338,417	\$	612
406	S	553	\$ 374,500	\$ 338,417	\$	612
408	1/1/P	1,033	\$ 643,500	\$ 581,499	\$	563
410	S	553	\$ 374,500	\$ 338,417	\$	612
412	1/1/P	984	\$ 616,550	\$ 557,145	\$	566
413	1/1/P	907	\$ 574,200	\$ 518,876	\$	572
414	1/1/C	876	\$ 597,150	\$ 539,615	\$	616
415	2/2	1,068	\$ 682,750	\$ 616,967	\$	578
416	1/1	628	\$ 440,750	\$ 398,284	\$	634
417	2/2/P/C/B	1,398	\$ 934,250	\$ 844,235	\$	604
418	2/2/P/C/B	1,398	\$ 934,250	\$ 844,235	\$	604
419	1/1	724	\$ 468,550	\$ 423,405	\$	585
420	2/2/D/B	1,274	\$ 826,050	\$ 746,460	\$	586
421	1/1/D	885	\$ 592,100	\$ 535,051	\$	605
422	2/2/D/B	1,318	\$ 850,250	\$ 768,328	\$	583 593
423	1/1	660	\$ 433,350	\$ 391,597	\$	593 600
424	1/1	619	\$ 410,800	\$ 371,219	\$	598
425	2/2/P/C/B	1,477	\$ 977,700	\$ 883,499	\$	598
426	2/2/P/C/B	1,477	\$ 977,700	\$ 883,499	\$ \$	
427	1/1	702	\$ 456,450	\$ 412,471		588 585
428	1/1	725	\$ 469,100	\$ 423,902	\$ \$	582
429	2/2/D/B	1,329	\$ 856,300	\$ 773,795		605
430	1/1/D	885	\$ 592,100	\$ 535,051	\$	585
431	2/2/D/B	1,289	\$ 834,300	\$ 753,915	\$ \$	585
432	1/1	723	\$ 468,000	\$ 422,908	Φ	505

Harborview Schedule of Minimum Sales Price

	Unit	Unit				1	Price per
Unit#	Туре	Sq Ft	Sale Price	F	Release Price		Sq Ft
433	1/1/D	826	\$ 534,650	\$	483,136	\$	585
434	1/1/P/D	868	\$ 587,750	\$	531,120	\$	612
435	2/2/P/C/B	1,459	\$ 967,800	\$	874,552	\$	599
435 436	2/2/P/C/B	1,459	\$ 992,800	\$	897,144	\$	615
437	2/2/P	1,120	\$ 721,350	\$	651,848	\$	582
437	1/1	725	\$ 494,100	\$	446,493	\$	616
439	2/2/B	1,135	\$ 739,600	\$	668,340	\$	589
440	2/2/C/P/D/B	1,397	\$ 939,200	\$	848,708	\$	608
501	2/2/P/C	1,136	\$ 805,150	\$	727,574	\$	640
503	1/1/P	877	\$ 587,700	\$	531,075	\$	606
505	S	553	\$ 404,500	\$	365,526	\$	661
506	\$	553	\$ 404,500	\$	365,526	\$	661
508	1/1/P	1,033	\$ 673,500	\$	608,608	\$	589
509	2/2	906	\$ 598,650	\$	540,970	\$	597
510	S	553	\$ 404,500	\$	365,526	\$	661
512	1/1/P	984	\$ 646,550	\$	584,255	\$	594
513	1/1/P	907	\$ 604,200	\$	545,985	\$	602
514	1/1/C	876	\$ 627,150	\$	566,724	\$	647
515	2/2	1,068	\$ 742,750	\$	671,186	\$	628
516	1/1	628	\$ 470,750	\$	425,393	\$	677
517	2/2/P/C/B	1,398	\$ 994,250	\$	898,454	\$	643
518	2/2/P/C/B	1,398	\$ 994,250	\$	898,454	\$	643
519	1/1	724	\$ 498,550	\$	450,515	\$	622
520	2/2/D/B	1,216	\$ 886,050	\$	800,679	\$	658
521	1/1/D	885	\$ 622,100	\$	562,161	\$	635
522	2/2/D/B	1,318	\$ 910,250	\$	822,547	\$	624
523	1/1	660	\$ 463,350	\$	418,706	\$	634
524	1/1	619	\$ 440,800	\$	398,329	\$	644
525	2/2/P/C/B	1,477	\$ 1,037,700	\$	937,718	\$	635
526	2/2/P/C/B	1,477	\$ 1,037,700	\$	937,718	\$	635
527	1/1	697	\$ 486,450	\$	439,581	\$	631
528	1/1	686	\$ 499,100	\$	451,012	\$	657
529	2/2/D/B	1,300	\$ 916,300	\$	828,014	\$	637
530	1/1/D	885	\$ 622,100	\$	562,161	\$	635
531	2/2/D/B	1,289	\$ 894,300	\$	808,134	\$	627
532	1/1	723	\$ 498,000	\$	450,018	\$	622
533	1/1/D	823	\$ 564,650	\$	510,246	\$	620
534	1/1/P/D	813	\$ 617,750	\$	558,230	\$	687
535	2/2/P/C/B	1,452	\$ 1,027,800	\$	928,771	\$	640
536	2/2/P/C/B	1,455	\$ 1,052,800	\$	951,363	\$	654
537	2/2/D	1,122	\$ 781,350	\$	706,067	\$	629
538	1/1	725	\$ 524,100	\$	473,603	\$	653
539	2/2/B	1,135	\$ 809,600	\$	731,595	\$	645
540	2/2/C/P/D/B	1,397	\$ 1,003,700	\$	906,994	\$	649
601	2/2/P/C	1,129	\$ 825,150	\$	745,647	\$	660
603	1/1/P	877	\$ 597,700	\$	540,112	\$	616
604	1/1	807	\$ 555,300	\$	501,797	\$	622
605	S	551	\$ 414,500	\$	374,563	\$	680

Harborview Schedule of Minimum Sales Price

	Unit	Unit			ı	Price per
Unit #	Туре	Sq Ft	Sale Price	Release Price		Sq Ft
606	S		\$ 414,500	\$ 374,563	\$	680
607	2/2		\$ 635,450	\$ 574,224	\$	653
608	1/1/P		\$ 684,600	\$ 618,639	\$	599
609	2/2		\$ 742,150	\$ 670,644	\$	624
610	2/2/P/T/C		\$ 981,550	\$ 886,978	\$	642
611	2/2/P/T/C		\$ 1,058,800	\$ 956,785	\$	648
612	2/2/D		\$ 950,950	\$ 859,326	\$	618
613	2/2/P/D/L	1,870	\$ 1,244,950	\$ 1,124,999	\$	602
614	2/2/D/B		\$ 937,400	\$ 847,082	\$	637
615	1/1/D		\$ 631,550	\$ 570,700	\$	647
616	2/2/D/B	1,296	\$ 919,250	\$ 830,680	\$	641
617	1/1		\$ 535,200	\$ 483,633	\$	667
618	1/1		\$ 1,025,800	\$ 926,964	\$	573
619	1/1/C/T	1,011	\$ 757,500	\$ 684,515	\$	677
620	1/1/C/T	725	\$ 625,200	\$ 564,962	\$	779
621	1/1/D	1,137	\$ 771,800	\$ 697,437	\$	613
623	2/2/D/P/C	1,397	\$ 1,004,800	\$ 907,988	\$	650
701	2/2/P/C	1,129	\$ 840,150	\$ 759,202	\$	672
703	1/1/P		\$ 608,800	\$ 550,142	\$	627
704	1/1	899	\$ 615,900	\$ 556,558	\$	619
705	S	551	\$ 424,500	\$ 383,599	\$	696
706	S	551	\$ 424,500	\$ 383,599	\$	696
707	2/1	880	\$ 655,450	\$ 592,297	\$	673
708	1/1/P	1,033	\$ 694,600	\$ 627,675	\$	608
709	2/1	1,019	\$ 751,900	\$ 679,454	\$	667
710	2/2/P/C/N/B	1,277	\$ 948,800	\$ 857,383	\$	671
711	2/2/P/C/N/B	1,353	\$ 1,020,600	\$ 922,265	\$	682
712	2/2/D//T/B	1,612	\$ 1,158,050	\$ 1,046,472	\$	649
713	2/2/D//T/B	1,549	\$ 1,123,400	\$ 1,015,160	\$	655
714	1/1/D	879	\$ 664,900	\$ 600,837	\$	684
715	2/2/D/B	1,295	\$ 938,700	\$ 848,256	\$	655
716	1/1	722	\$ 543,550	\$ 491,179	\$	680
717	2/2/D/P/C/T/T	890	\$ 810,950	\$ 732,815	\$	823
718	2/2/B	980	\$ 755,450	\$ 682,662	\$	697
719	2/2/C/T	1,037	\$ 781,800	\$ 706,474	\$	681
720	2/2/C/T	1,390	\$ 1,025,950	\$ 927,100	\$	667
801	1/1/D/C/T	862	\$ 680,550	\$ 614,979	\$	713
802	1/1/P	877	\$ 618,800	\$ 559,179	\$	638
803	1/1/C	630	\$ 497,950	\$ 449,973	\$	714
804	1/1/D	962	\$ 680,550	\$ 614,979	\$	639
805	2/2/D/C/C/T/T	1,981	\$ 1,446,000	\$ 1,306,678	\$	660
806	1/1/T	1,026	\$ 740,750	\$ 669,379	\$	652
807	2/2DUP/D/P/C/T	1,686	\$ 1,163,750	\$ 1,051,623	\$	624
808	4/4DUP/P/T	2,254	\$ 1,476,150	\$ 1,333,923	\$	592
809	2/2/P/C/C/T	1,724	\$ 1,229,650	\$ 1,111,173	\$	645
810	2/2/P/D/C/C/T	1,383	\$ 1,067,100	\$ 964,285	\$	697
901	1/1/D/C	862	\$ 670,550	\$ 605,943	\$	703
902	1/1/P	877	\$ 628,800	\$ 568,215	\$	648

Harborview Schedule of Minimum Sales Price

	Unit	Unit					F	rice per
Unit#	Туре	Sq Ft		Sale Price	R	elease Price		Sq Ft
903	1/1/C	737	\$	566,800	\$	512,189	\$	695
904	1/1/D	962	\$	705,550	\$	637,570	\$	663
905	3/2/P/C/C/T/T	1,520	\$	1,207,450	\$	1,091,112	\$	718
906	1/1	765	\$	587,200	\$	530,623	\$	694
1001	1/1/D/C	845	\$	671,200	\$	606,530	\$	718
1002	1/1/P	877	\$	638,800	\$	577,252	\$	658
1003	1/1/C	737	\$	601,800	\$	543,817	\$	738
1004	2/2/C/C/T	1,625	\$	1,260,200	\$	1,138,780	\$	701
1101	2/2/C/C/T	2.065	\$	1,522,200	\$	1,375,536	\$	666
7101	1/1	1	\$	•	\$	-	\$	
1102	2/2/P/C/C/T	1,086	- 1	963,750	\$	870,893	\$	802
Average		1,033			\$	644,637	\$	622

Affo	rda	ble	Ur	iits

202	S - AFF	580	\$	137,700	\$	137,700	\$ 237
204	1/1 - AFF	809	\$	197,600	\$	197,600	\$ 244
207	2/2 - AFF	882	\$	267,900	\$	267,900	\$ 304
209	2/2 - AFF	906	\$	267,900	\$	267,900	\$ 296
210	S - AFF	553	\$	137,700	\$	137,700	\$ 249
211	1/1 - AFF	693	\$	155,200	\$	155,200	\$ 224
302	S - AFF	580	\$	137,700	\$	137,700	\$ 237
304	1/1 - AFF	809	\$	197,600	\$	197,600	\$ 244
307	2/2 - AFF	882	\$	267,900	\$	267,900	\$ 304
309	2/2 - AFF	906	\$	267,900	\$	267,900	\$ 296
311	1/1 - AFF	693	\$	155,200	\$	155,200	\$ 224
402	S-AFF	580	\$	137,700	\$	137,700	\$ 237
404	1/1 - AFF	809	\$	197,600	\$	197,600	\$ 244
407	2/2 - AFF	882	\$	267,900	\$	267,900	\$ 304
409	2/2 - AFF	906	\$	267,900	\$	267,900	\$ 296
411	1/1 - AFF	693	\$	155,200	\$	155,200	\$ 224
502	S-AFF	580	\$	137,700	\$	137,700	\$ 237
504	1/1 - AFF	809	\$	197,600	\$	197,600	\$ 244
507	2/2 - AFF	882	\$	267,900	\$	267,900	\$ 304
511	1/1 - AFF	693	\$	155,200	\$	155,200	\$ 224
602	S-AFF	580	\$	174.800	\$	174,800	\$ 301
702	S-AFF	580	\$	174,800	\$	174,800	\$ 301
102	O 741	-	-		•		

EXHIBIT D

LITIGATION

None.

Schedule 4.5, Page 1

10/07/05 11:35 am

EXHIBIT E

LIST OF PLANS

DRAWING LIST

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A-0.01	DRAWINGUST			•	•	-	Ц	-	-	Н	
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AGOR	EGRESS DAGRANS .		•	ö	엉	+	-	Н	-	-	-
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CI-I	EXCAVATION AND INSTRUMENTATION MICHITORING PLAN			0	0						_
CI-5	UNDERSLAG DRAIN PLAN			0	•					Ц	
GT-1	PREMOUS STRUCTURES PLAN			0	O		L	_		-	
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C-I	SITE LAYOUT PLAN	1	•		ŏ	Н			-	1	
C-7	GRADING AND ERCSON CONTROL PLAN				Ö		_		Т	П	_
C4	DRAWAGE AND UTUTY PLAN			lo	•						_
C-4	SITE DETAILS			O	Ō		_			Ц	_
WF-I	SEAMALL REPARPLAN					Ш		L	_	Н	
WE-S	SEARALL REPAIR SECTIONS	-				-	_	-	-		
WF-3	WATERFRONT IMPROVIDUENT PLAN AND DETAILS (1)		۳	0	00	-	_	-	-	⊢⊦	-
74F-1	WATERFRONT IN PROVENENT PLAN AND DETAILS (2)	+	╀	۲	14	Н	-	-	-	\vdash	•
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120	LAYOUT PLAN		•								_
121	LAYOUT PLAN ENLARGEMENTS	T	L			Ц	Ĺ	Ĺ	L	Ц	_
130	GRADING PLAN					Ш	L	1	-	Н	
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1.6.0	SITE SECTION SELEVATIONS SITE DETAILS		t			H	┝	╁	┢	Н	
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A-1.P3/4	PARKING LEVEL THREE & FOUR PLAN						L	L	_	Ш	L
A-1.P1/2	PARKING LEVEL ONE & TWO PLAN	- !				Н	ļ	ļ.,	├-	H	
A-1.01	FAST ROOR RUN	-1:	F			-	l-	╀	⊢	-	-
A-1.02	SECOND FLOOR PLAN		H		÷	-	-	╁	┝	-	-
A-1.03	FOURTH ROOR PLAN					-	-	╁	┝	Н	
A-1.05	FFIHFLOORPLAN	- 1	t			-	┢	╁	┢		
A-1.06	SKINIFLOORPLAN	1		Ċ		1	1	T	1	П	_
A-1.07	SEVERHALCORPLIN	-					1	1	1		
A-1.08	EIGHIH FLOOR FLAM		•					I	L		
A-1,09	NINTH FLOOR PLAN						L	L	L		_
A-1.10	TENTHFLOORPLAN	- 1				1	┞-	1	↓.	-	_
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A-1.12	ROOFFLAN		4		-	₽	-	₽	+	1-1	١
17.5	P2/4 SLAB EDGE PLAN	+	1.	do		-	┝	╁	╁	\vdash	-
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A-1 22	FIRST PLOOP SLAB EDGE PLAN	+	t		To	1	t	T	t		
A-1.23	SECOND RUDOR SLAB EDGE PLAN	-1-	10	C			1	T			
A-1.24	THEFT FLOOR SLAB EDGE PLAN		1				L	L			
A-1.25	FOURTH FLOOR SLAB EDGE PLAN		1	C			L	L	L	L	_
A-1.26	FFTH PLOOR SLAB EDGE PLAN	_	19				L	1.	↓_	-	_
A-1.21	SIXTH FLOOR SLAB FOCE PLAN		ų.	10			ļ	╀	╀	+-	Ļ
4-123	SEVENTH FLOOR SLASEDGE ALAN		+				┝	╁	╀	+	H
A-129	EIGHTH FLOOR SLAB EDGE FLAN NINTH FLOOR SLAB EDGE PLAN	+	+	ि		+	+	+	+	-	۲
A-1:38	PENTH PLOOR SLAB EDGE PLAN	+	+		6		1	+	1	1	h
A-137	ELEMENTH FLOOR & ROOF SLASSONE PLAN	+	.13	Ìċ			t	+	1	T	Г
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A-2.00	PHYZ REFLECTED CEAING PLAN	工	I	k		L	I	I	Γ	Γ	Ĺ
A-2.01	FIRST FLOOR ROPLECTED COLANG FLAN	_		C	Õ	L	L	L	L	L	Ĺ
A-2.02	SECOND FLOOR REFLECTED CELLING PLAN	-			0		1	1	1	1	L
A-203	THEO PLOOR REPLECTED CELLING PLAN	-49			1		-	+	1	+	-
A-2.04	FOURTH ROOR REPLECTED CHILDING PLAN		4	¥	F		╀	+	+	+-	H
A-2.05	FIFTH FLOOR REPLECTED COLING PLAN			K			+	╀	+	+	t
A-2.06 A-2.07	SIXTH PLOOR REPLECTED COUNG PLAN SEVENTH PLOOR REPLECTED COUNG PLAN			t			+	۲	+	+-	t
A-208	ERSHITH FLOOR REPLECTED CELLING FLAN		#	霏			†	+	+	+	۲
A-209	NINTH PLOCH PER ECHED CENTRIC PLANT	-1	ti	de	T	T	1	1	T	T	Γ
A-2.10	TENTH ALOOR REPLECTED CELING PLAN	_10	ole	1	ī	1	Γ	T	T	Ι	Γ
113:A	SLEVENTH PLOOR REPLECTED CELING PLAN		9	H		I	Γ	I	I	I	
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A-301	NORTH & SOUTH BUILDING SEPATIONS		K	-	4-	4	1	1	1	1	L
A-302	EAST & WEST BUILDING ELEVATIONS	_19	4		1	+	+	+	+	+	L
A-303	COURTYAND ELEVATIONS	-49	I		4	+	1-	+	+	+	1
A-304	COURTYARD FLEVATIONS	-49		4	4-	+	+	+	+	+	+
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A-106 A-101 A-402 A-400 A-405 A-406 A-406 A-406 A-407	BALDING SECTOR BANDES SECTOR BALDING SECTOR										
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DRAWING LIST (cont.)

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DRAWING LIST

SPECIFICATIONS

Harborview Point

Charlestown, Massachusetts

A Project for

Navy Yard Four Associates, Limited Partnership 160 Gould Street, Suite 121 Needham, MA 02494

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Project: 04089.00 Date: August 31, 2005 HARBORVIEW POINT Charlestown, MA

08/31/05

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